

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Civil No. 08-5030 (PJS/RLE)

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
GEROME G. HENKEMEYER,)
HENKEMEYER LANDFILL, INC.,)
RILEY BROS. CONSTRUCTION,)
INC.,)
)
 Defendants.)

CONSENT DECREE

WHEREAS, the Plaintiff, the United States of America ("the United States"), filed the Complaint herein against Defendants Gerome Henkemeyer and Henkemeyer Landfill, Inc. (collectively "Henkemeyer") and Defendant Riley Bros. Construction, Inc. ("Riley Bros.") (all defendants collectively "Defendants"), alleging that Defendants violated Section 301(a) of the Clean Water Act ("CWA"), 33 U.S.C. § 1311(a);

WHEREAS, the Complaint alleges that Defendants violated CWA Section 301(a) by discharging dredged or fill material and/or controlling and directing the discharge of dredged or fill material into waters of the United States at the Henkemeyer Landfill located in Benton County, Minnesota (the "Site") and more fully described in the Complaint, without

authorization by the United States Department of the Army ("the Corps");

WHEREAS, the Complaint seeks (1) to enjoin the discharge of pollutants into waters of the United States in violation of CWA Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendants, at their own expense and at the direction of the Corps, to restore the Site and mitigate the damages caused by their unlawful activities; and (3) to require Defendants to pay civil penalties as provided in 33 U.S.C. § 1319(d);

WHEREAS, this Consent Decree is intended to constitute a complete and final settlement of the United States's claims under the CWA set forth in the Complaint regarding the Site;

WHEREAS, the United States and Defendants agree that settlement of this case is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States's claims under the CWA against Defendants in this case; and

WHEREAS, the Court finds this Consent Decree is a reasonable and fair settlement of the United States's claims against Defendants in this case and this Consent Decree adequately protects the public interest in accordance with the CWA and all other applicable federal law.

THEREFORE, before the taking of any testimony upon the pleadings, without further adjudication of any issue of fact or law, and upon consent of the parties hereto by their authorized representatives, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of these actions and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

2. Venue is proper in the District of Minnesota pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c), because the Defendants conduct business in this District, the subject property is located in this District, and the causes of action alleged herein arose in this District.

3. The Complaint states claims upon which relief can be granted pursuant to CWA Sections 301, 309, and 404, 33 U.S.C. §§ 1311, 1319, and 1344.

II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon Defendants, their officers, directors, agents, employees, and servants, and their successors and assigns and any person, firm, association, or corporation who is, or will be, acting in concert or participation with any of the Defendants whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree against a Defendant, the Defendant shall not raise as a defense the failure of any of its officers, directors, agents, employees, successors, or assigns or any person, firm, or corporation acting in concert or participation with the Defendant, to take any actions necessary to comply with the provisions hereof.

5. The transfer of ownership or other interest in the "Restoration Site" and/or the "Mitigation Site(s)" (as described in Appendix A appended hereto and incorporated herein by reference) shall not alter or relieve Defendants of their obligation to comply with all of the terms of this Consent Decree. At least fifteen (15) days prior to the transfer of ownership or other interest in the Restoration Site and/or the Mitigation Site(s), the party making such

transfer shall provide written notice and a true copy of this Consent Decree to its successors in interest and shall simultaneously notify the Corps and the United States Department of Justice at the addresses specified in Section XI below that such notice has been given. As a condition to any such transfer, the Defendant making the transfer shall reserve all rights necessary to comply with the terms of this Consent Decree.

III. SCOPE OF CONSENT DECREE

6. This Consent Decree shall constitute a complete and final settlement of all civil claims for injunctive relief and civil penalties alleged in the Complaint against the Defendants under CWA Section 301 concerning the Site.

7. It is the express purpose of the parties in entering this Consent Decree to further the objectives set forth in CWA Section 101, 33 U.S.C. § 1251. All plans, studies, construction, remedial maintenance, monitoring programs, and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Defendants to achieve and maintain full compliance with, and to further the purposes of, the CWA.

8. Except as in accordance with this Consent Decree, Defendants and Defendants' agents, successors, and assigns are enjoined from discharging any pollutant into waters of the United States, unless such discharge complies with the provisions of the CWA and its implementing regulations.

9. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to CWA Sections 402 or 404, 33 U.S.C. §§ 1342 or 1344, or any other law. Nothing in this Consent Decree shall limit the ability of the United States Army Corps of Engineers to issue, modify, suspend, revoke, or deny any individual permit or any nationwide or regional general permit, nor shall this Consent Decree limit the Environmental Protection Agency's ability to exercise its authority pursuant to CWA Section 404(c), 33 U.S.C. § 1344(c).

10. This Consent Decree in no way affects or relieves Defendants of their responsibility to comply with any applicable federal, state, or local law, regulation, or permit.

11. This Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

12. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree and applicable law.

13. Except as provided in paragraphs 1, 2, and 3 above, nothing in this Consent Decree shall constitute an admission of any issue of fact or law by any party.

IV. CIVIL PENALTIES

14. Within 30 days of the entry of this Consent Decree, Defendants shall pay civil penalties to the United States in the following amounts:

Henkemeyer, the civil penalty of \$75,000, and

Riley Bros., the civil penalty of \$75,000.

15. Defendants shall make the above-referenced payments by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number 2004V00408, Corps file No. 234900, and the DOJ file number 90-5-1-1-17415. Payment shall be made in accordance with instructions provided to the Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of Minnesota. Any payments received

by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day.

16. Upon payment of the civil penalties required by this Consent Decree, Defendants shall provide written notice, at the addresses specified in Section XI of this Consent Decree, that such payments were made in accordance with Paragraphs 14 and 15.

17. Civil penalty payments pursuant to this Consent Decree (including stipulated penalty payments under Section X) are penalties within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), or of 26 C.F.R. § 1.162-21 and are not tax deductible expenditures for purposes of federal law.

V. RESTORATION, MITIGATION, AND PRESERVATION

18. Defendants shall perform restoration and mitigation projects under the terms and conditions stated in Appendix A appended hereto and incorporated herein by reference. Defendants shall complete the fill removal and grading (see Section 4 of Appendix A), by May 1, 2008. Seeding shall be completed by the dates specified in Section 2(a) of Appendix A. The first round of enhancement activities in the Mitigation Area, including controlled burns and herbicide

treatments, shall be completed by September 30, 2008. Monitoring reports, as specified in Appendix A, shall be submitted beginning in 2008, with annual reports submitted by November 30 of each year. Defendants shall purchase the mitigation bank credits specified in Section 1, paragraph b. of the Appendix A within fifteen (15) days of final entry of this consent decree. The parties estimate the total cost of the restoration and mitigation projects will be approximately \$1.2 million.

19. Defendants' obligations to perform the restoration and mitigation projects under paragraph 18 are joint and several. As of the date of this consent decree, Defendants have removed the majority of the fill material in Phases I and II, as noted on page 4 of Appendix A. As described in Appendix A, the Defendants shall post a financial assurance in a form approved by the Corps in the amount of \$400,000 within fifteen (15) days of the final entry of this Consent Decree. Henkemeyer and/or its successors, assigns, or transferees agree to allow Riley Bros. full and complete access to the sites so that the restoration and mitigation projects can be completed.

20. Upon completion of the terms and conditions of Appendix A, Defendants shall not mow, cut, clear, cultivate, dredge, excavate, farm, fill, dewater, drain, or otherwise disturb in any manner whatsoever any location identified in Appendix A, except as specified in Appendix A or approved by the Corps.

21. To ensure that all parcels of land identified in Appendix A remain undisturbed, Defendant Henkemeyer shall, within fifteen (15) days of entry of this Consent Decree, record a certified copy of this Consent Decree with the Recorder of Deeds Office in Benton County, Minnesota. Thereafter, each deed, title, or other instrument conveying an interest in any property identified in Appendix A shall contain a notice stating that the property is subject to this Consent Decree and shall reference the recorded location of the Consent Decree and any restrictions applicable to the property under this Consent Decree. As specified in Appendix A, Defendant Henkemeyer shall also record restrictive covenants or conservation easement for the Restoration Area and Mitigation Area. Within fifteen (15) days of final entry of this Consent Decree, Defendant Henkemeyer shall submit proposed covenants or conservation easement to the Corps for

Corps review, comment, and approval. The covenants or conservation easement shall provide the same or better preservation of the Sites as the model covenants in Appendix C of Appendix A. Defendant Henkemeyer shall incorporate any comments provided by the Corps, or otherwise resolve any concern to the satisfaction of the Corps. Within fifteen (15) days of receiving final approval of the covenants or conservation easement from the Corps, Defendant Henkemeyer shall record the covenants or conservation easement for both the Restoration Area and the Mitigation Area with the Recorder of Deeds Office in Benton County, Minnesota.

VI. NOTICES AND OTHER SUBMISSIONS

22. Within 30 days after the deadline for completing any task set forth in Appendix A of this Consent Decree, Henkemeyer (or Riley Bros., in case of default by Henkemeyer) shall provide the United States with written notice, at the addresses specified in Section XI of this Consent Decree, of whether or not that task has been completed. If the required task has been completed, the notice shall specify the date when it was completed and explain the reasons for any delay in completion beyond the scheduled time for such completion required by the Consent Decree.

23. In all notices, documents, or reports submitted to the United States pursuant to this Consent Decree, the Defendants shall, by signature of a senior management official, certify such notices, documents, and reports as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and/or imprisonment for knowing violations.

VII. RETENTION OF RECORDS AND RIGHT OF ENTRY

24. Until ten (10) years after entry of this Consent Decree, Defendants shall preserve and retain all records and documents now in their possession or control or which come into their possession or control that relate in any manner to the performance of the tasks in Appendix A, regardless of any corporate retention policy to the contrary. Until ten (10) years after entry of this Consent Decree, Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature

or description relating to the performance of the tasks in Appendix A.

25. At the conclusion of the document retention period, Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Defendants shall deliver any such records or documents to the Corps. Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Defendants assert such a privilege, they shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendants. However, no documents, reports, or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

26. (A). Until termination of this Consent Decree, the United States (and its authorized representatives and contractors) and Riley Bros. shall have authority at all reasonable times to enter Henkemeyer's premises to:

- (1) Monitor the activities required by this Consent Decree;
- (2) Verify any data or information submitted to the United States;
- (3) Obtain samples; and
- (4) Inspect and evaluate the restoration and/or mitigation activities.

27. Until termination of this Consent Decree, the United States and its authorized representatives and contractors shall have authority at all reasonable times to enter Defendants' premises to inspect and review any records required to be kept under the terms and conditions of this Consent Decree and the CWA.

28. The provisions of paragraphs 26 and 27 above are in addition to, and in no way limit or otherwise affect, the statutory authorities of the United States to conduct inspections, to require monitoring, and to obtain information from the Defendants as authorized by law.

VIII. DISPUTE RESOLUTION

28. Any dispute that arises with respect to the meaning or requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between the United States and Defendants affected by the dispute to attempt to resolve such dispute. The period for informal negotiations shall not extend beyond thirty (30) days beginning with written notice by one party to the other affected party or parties that a dispute exists, unless agreed to in writing by those parties. If a dispute between the United States and Defendants cannot be resolved by informal negotiations, then the position advanced by the United States shall be considered binding unless, within fourteen (14) days after the end of the informal negotiations period, the Defendants file a motion with the Court seeking resolution of the dispute. The motion shall set forth the nature of the dispute and a proposal for its resolution. The United States shall have thirty (30) days to respond to the motion and to propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States's position is not in accordance with the objectives of this

Consent Decree and the CWA and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

29. If the United States believes that a dispute is not a good faith dispute, or that a delay would pose or increase a threat of harm to the public or the environment, it may move the Court for a resolution of the dispute prior to the expiration of the thirty (30) day period for informal negotiations. The Defendants shall have fourteen (14) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the Defendants shall bear the burden of proving by a preponderance of the evidence that the United States's position is not in accordance with the objectives of this Consent Decree and that the Defendants' position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

30. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Defendants under this Consent Decree, except as provided in Paragraph 38 below regarding payment of stipulated penalties.

IX. FORCE MAJEURE

31. Defendants shall perform the actions required under this Decree within the time limits set forth or approved herein, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the control of Defendants, including their employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required by this Consent Decree within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.

32. If Defendants believe that a Force Majeure event has affected Defendants' ability to perform any action required under this Consent Decree, Defendants shall notify the United States in writing within seven (7) calendar days after the

event at the addresses listed in Section XI. Such notice shall include a discussion of the following:

- A. what action has been affected;
- B. the specific cause(s) of the delay;
- C. the length or estimated duration of the delay;

and

D. any measures taken or planned by the Defendants to prevent or minimize the delay and a schedule for the implementation of such measures. Defendants may also provide to the United States any additional information that they deem appropriate to support their conclusion that a Force Majeure event has affected their ability to perform an action required under this Consent Decree. Failure to provide timely and complete notification to the United States shall constitute a waiver of any claim of Force Majeure as to the event in question.

33. If the United States determines that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of time of the delay caused by the Force Majeure event. Defendants shall coordinate with the Corps to determine when to begin or resume

the operations that had been affected by any Force Majeure event.

34. If the parties are unable to agree whether the conditions constitute a Force Majeure event, or whether the length of time for fulfilling the provision of the Consent Decree at issue should be extended, any party may seek a resolution of the dispute under the procedures in Section VIII of this Consent Decree.

35. Defendants shall bear the burden of proving (1) that the noncompliance at issue was caused by circumstances entirely beyond the control of Defendants and any entity controlled by Defendants, including their contractors and consultants; (2) that Defendants or any entity controlled by Defendants could not have foreseen and prevented such noncompliance; and (3) the number of days of noncompliance that were caused by such circumstances.

X. STIPULATED PENALTIES

36. (A). After entry of this Consent Decree, if Defendants fail to fulfill timely any requirement of the Consent Decree (including Appendix A), the Defendants shall pay a stipulated penalty to the United States for each

violation of each requirement of this Consent Decree as follows:

- A. For Day 1 up to and including
Day 30 of non-compliance \$1,000.00 per day
- B. For Day 31 up to and including
Day 60 of non-compliance \$2,000.00 per day
- C. For Day 61 and beyond
of non-compliance \$3,000.00 per day

Such payments shall be made without demand by the United States on or before the last day of the month following the month in which the stipulated penalty accrued.

(B). With respect to the restoration and mitigation activities described in Appendix A, stipulated penalties shall not begin to accrue against Riley Bros. until 30 days after the Corps sends Riley Bros. written notice of the violation and a description of the corrective action necessary to remedy the violation. The Corps, at its sole discretion, may extend the 30 day grace period to allow Riley Bros. additional time to remedy the violation.

37. Any disputes concerning the amount of stipulated penalties, or the underlying violation that gives rise to the stipulated penalties, that cannot be resolved by the parties pursuant to the Dispute Resolution provisions in Section VIII

and/or the Force Majeure provisions in Section IX shall be resolved upon motion to this Court as provided in Paragraphs 28 and 29.

38. The filing of a motion requesting that the Court resolve a dispute shall stay Defendants' obligation to pay any stipulated penalties with respect to the disputed matter pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree. In the event that Defendants do not prevail on the disputed issue, stipulated penalties shall be paid by Defendants as provided in this Section.

39. To the extent Defendants demonstrate to the Court that a delay or other non-compliance was due to a Force Majeure event (as defined in Paragraph 31 above) or otherwise prevail on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

40. In the event that a stipulated penalty payment is applicable and not made on time, interest will be charged in accordance with the statutory judgment interest rate provided for in 28 U.S.C. § 1961. The interest shall be computed daily

from the time the payment is due until the date the payment is made. The interest shall also be compounded annually.

41. Defendants shall make any payment of a stipulated penalty by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number 2004V00408, Corps file no. 234900, and the DOJ file number 90-5-1-1-17415. Payment shall be made in accordance with instructions provided to the Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of Minnesota. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Further, upon payment of any stipulated penalties, Defendants shall provide written notice, at the addresses specified in Section XI of this Decree.

XI. ADDRESSES

42. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses:

A. TO THE CORPS:

- (1) Molly A. McKegney
Assistant District Counsel
United States Army Corps of Engineers
St. Paul District
U.S. Army Corps of Engineers
190 Fifth Street East, Suite 401
St. Paul, MN 55101-1638
- (2) Timothy J. Smith
Enforcement Coordinator, Regulatory Branch
St. Paul District
U.S. Army Corps of Engineers
190 Fifth Street East, Suite 401
St. Paul, MN 55101-1638

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

Friedrich A. P. Siekert
Assistant U. S. Attorney
United States Attorney's Office
District of Minnesota
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415

C. TO DEFENDANT HENKEMEYER:

- (1) Gerome Henkemeyer
Henkemeyer Landfill, Inc.
P. O. Box 394
Sauk Rapids, MN 56379

and (2) Gerald W. Von Korff
John Kolb
RINKE-NOONAN
Suite 300 U. S. Bank Plaza
P. O. Box 1497
1015 West St. Germain Street
St. Cloud MN 56302-1497

D. TO DEFENDANT RILEY BROS.:

(1) John T. Riley
Vice President
Riley Bros. Construction, Inc.
P. O. Box 535
Morris, MN 56267

and (2) Derek A. Trosvig
SWENSON LERVICK SYVERSON TROSVIG JACOBSON, P.A.
Box 787
710 Broadway
Alexandria, MN 56308

XII. COSTS OF SUIT

43. Each party to this Consent Decree shall bear its own costs and attorney's fees in this action. Should the Defendants, or either of them, subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, that Defendant shall be liable for any costs or attorney's fees incurred by the United States related to that Defendant's violations in any action against the Defendants, or either of them, for noncompliance with or enforcement of this Consent Decree.

XIII. PUBLIC COMMENT

44. The parties acknowledge that, after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. The Defendants agree not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified the Defendants in writing that it no longer supports entry of the Consent Decree.

XIV. CONTINUING JURISDICTION OF THE COURT

45. This Court shall retain jurisdiction over this action in order to enforce or modify the Consent Decree consistent with applicable law or to resolve all disputes arising hereunder as may be necessary or appropriate for construction or execution of this Consent Decree. During the pendency of the Consent Decree, any party may apply to the Court for any

relief necessary to construe and effectuate the Consent Decree.

XV. MODIFICATION

46. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. Any modification of this Consent Decree shall be in writing and shall not take effect unless signed by the United States and the Defendants and approved by the Court.

XVI. TERMINATION

47. Except for Paragraph 20, this Consent Decree may be terminated by either of the following:

A. Defendants and the United States may at any time make a joint motion to the Court for termination of this Decree or any portion of it; or

B. Defendants may make a unilateral motion to the Court to terminate this Decree after each of the following has occurred:

1. Defendants have obtained and maintained compliance with all provisions of this Consent Decree and the CWA for twelve (12) consecutive months;

2. Defendants have paid all penalties and other monetary obligations hereunder and no penalties or other

monetary obligations are outstanding or owed to the United States;

3. Defendants have certified compliance pursuant to subparagraphs 1 and 2 of this paragraph to the Court and all Parties; and

4. within forty-five (45) days of receiving such certification from the Defendants, the Corps has not contested in writing that such compliance has been achieved. If the Corps disputes Defendants' full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated and entered this _____ day of _____, 200_.

United States District Judge

Signature page: Consent Decree
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ON BEHALF OF THE UNITED STATES:
RONALD J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division

s/ Friedrich A.P. Siekert for
Stephen E. Crowley
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
(202) 514-0165

Dated: August 27, 2008

Frank J. Magill, Jr.
United States Attorney

s/ Friedrich A.P. Siekert
BY: FRIEDRICH A. P. SIEKERT
Assistant U.S. Attorney
Attorney ID No. 142013
600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
(612) 664-5600

Dated: August 27, 2008

Signature page: Consent Decree
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FOR DEFENDANT GEROME HENKEMEYER

s/ Gerome Henkemeyer
Gerome Henkemeyer

Dated: 05/01/08

FOR DEFENDANT HENKEMEYER LANDFILL, INC.

s/ Gerome Henkemeyer
Gerome Henkemeyer
Its: President

Dated: 05/01/08

Signature page: Consent Decree
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FOR DEFENDANT RILEY BROS. CONSTRUCTION, INC.

s/ John T. Riley
John T. Riley
Vice President

Dated: 05/01/08